

13062/A
RECORDATION NO. _____ Filed 1425

APR 22 1981 - 1 00 PM
INTERSTATE COMMERCE COMMISSION

13062/B
RECORDATION NO. _____ Filed 1425

APR 22 1981 - 1 00 PM
INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Madam:

AMERICAN LEASING INVESTORS II

AN AFFILIATE OF INTEGRATED RESOURCES, INC.
666 THIRD AVENUE • NEW YORK, N.Y. 10017

13062/C
RECORDATION NO. _____ Filed 1425

APR 22 1981 - 1 00 PM
INTERSTATE COMMERCE COMMISSION

April 20, 1981

13062/A
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INTERSTATE COMMERCE COMMISSION

13062
RECORDATION NO. _____ Filed 1425

APR 22 1981 - 1 00 PM
INTERSTATE COMMERCE COMMISSION

ALI SECOND MANAGEMENT SERVICES CORP.
MANAGING GENERAL PARTNER
(212) 878-9200
TELECOPIER (212) 878-9259

No.

Date APR 22 1981

Fee \$ 170.05

ICC Washington, D.C.

Pursuant to 49 U.S.C. Section 11303(a), I enclose herewith for recordation copies of each of the following original executed duly acknowledged documents:

1. Lease Agreement, dated December ²³~~30~~, 1980, between Brae Corporation, as lessor, and the Pillsbury Company, as lessee.
- A 2. Assignment of Lease Agreement, dated as of March 4, 1981, between Brae Corporation, as assignor, and American Leasing Investors II, as assignee.
- B 3. Lease Agreement dated as of December 29, 1980, between Brae Corporation, as lessor, and Brae Railcar Management, Inc., as lessee.
- C 4. Assignment of Lease Agreement, dated as of March 4, 1981, between Brae Corporation, as assignor, and American Leasing Investors II, as assignee.
- D 5. Management Agreement, dated as of March 10, 1981, among American Leasing Investors II, as owner, Brae Corporation, as manager.

The equipment covered by the documents described above consists of 15 100 ton 4,750 cubic foot covered hopper cars bearing the road numbers 260391, 260393 - 260396, 260398 - ~~260401~~, 260403, - 260404, 260406, 260409.
260401

The addresses of the parties to the aforementioned agreements are:

American Leasing Investors II
666 Third Avenue
New York, NY 10017

Attention: Stephen Mintz

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FEE \$ 170.05
INTERSTATE COMMERCE COMMISSION

C. T. Kappeler
[Signature]

April 20, 1981
Mrs. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Page Two

Brae Railcar Management, Inc.
Three Embarcadero Center
San Francisco, CA 94111

Brae Corporation
Three Embarcadero Center
San Francisco, CA 94111

The Pillsbury Company
608 Second Avenue South
Minneapolis, Minnesota 55402
Mail Station M325

Enclosed is our check for \$170.00 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to Ronald M. Feiman, Esq., Gordon Hurwitz Butowsky Baker Weitzen & Shalov, 299 Park Avenue, New York, NY 10171.

Very truly yours,

AMERICAN LEASING INVESTORS II

By: ALI SECOND MANAGEMENT SERVICES CORPORATION,
Managing General Partner

By:  v.p.

ASSIGNMENT OF LEASE AGREEMENT APR 22 1981 -4 00 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, BRAE Corporation, a Delaware corporation ("BRAE"), and BRAE Railcar Management, Inc., a California corporation ("BRMI"), entered into a lease agreement, dated as of December 29, 1980 (the "Lease"), with BRAE, as lessor, and BRMI, as lessee, a complete copy of which is attached hereto as Exhibit "A", providing for the lease by BRAE to BRMI of 100 4750 cubic foot covered hopper cars; and

WHEREAS, pursuant to the terms of the Lease, BRAE may assign all or any of its rights under the Lease; and

WHEREAS, BRAE desires to assign all of its rights under the Lease to American Leasing Investors II, a California limited partnership ("ALI"), but only with respect to the 15 cars set forth in attached Schedule A ("the Cars"), and the "BRMI Lease" shall mean, for all purposes of this Assignment of Lease Agreement, the Lease with respect only to the Cars; and

WHEREAS, ALI has entered into an agreement to become owner of the Cars and a management agreement for the management of the Cars by BRAE;

NOW, THEREFORE, in consideration of the premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, ALI and BRAE agree as follows:

1. BRAE hereby sells, assigns, conveys, transfers and delivers to ALI all of its right, title, and interest in, to and under the BRMI Lease, which right, title and interest has not previously been sold, assigned, transferred or otherwise encumbered.

2. BRAE covenants and agrees that it shall take all required actions under the BRMI Lease to effectuate the assignment of the BRMI Lease to ALI hereunder.

3. ALI hereby accepts the assignment contained in Section 1 hereof and covenants with BRAE to assume, faithfully perform, satisfy and/or discharge all of the terms, conditions, obligations and/or responsibilities which were to have been performed, satisfied or discharged by BRAE under the BRMI Lease; provided, however, that ALI's obligations

hereunder are conditioned on the delivery, acceptance and placement in service of the Cars on or prior to April 1, 1981.

IN WITNESS WHEREOF, BRAE and ALI have caused this Assignment of Lease Agreement to be duly executed as of this *March 4th*, 1981.

BRAE CORPORATION

By: *J. A. R.*
Title: *Vice President*

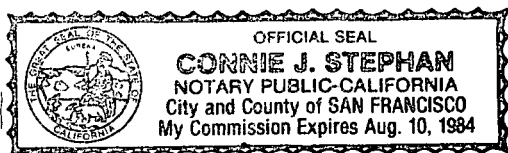
AMERICAN LEASING INVESTORS II

By: Its Managing General Partner
ALI SECOND MANAGEMENT SERVICES CORP.

By: *D. A. C. Murphy*
Title: *V.P.*

STATE OF California
COUNTY OF San Francisco) ss.:

On this 4th day of March, 1981, before me personally appeared Gerry A. Riessen to me personally, who being by me duly sworn says that such person is Vice President of BRAE CORPORATION, and that the foregoing Assignment was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Connie J. Stephan
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 21st day of April, 1981, before me personally appeared Stephen A. Mintz, to me personally known, who being by me duly sworn says that such person is the Exec. v.P. of ALI SECOND MANAGEMENT CORP., the Managing General Partner of American Leasing Investors II, a California limited partnership, and that the foregoing Assignment was signed on behalf of said partnership by authority of its Managing General Partner, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such partnership.

Valerie A. Myers
Notary Public

VALERIE A. MYERS
Notary Public, State of New York
No. 52-4688452
Qualified in Suffolk County
Commission Expires March 30, 19

SCHEDULE A

NUMBER OF UNITS

NUMBERED

15

BRAX 260391
260393
260394
260395
260396
260398
260399
260400
260401
260403
260404
260406
260407
260408
260409